

PATENT ASSIGNMENT AGREEMENT

1. Definitions

- (a) "Agreement" shall mean this Patent Assignment Agreement.
- (b) "Assignee" shall mean **Aptina Imaging Corporation**, a Cayman Islands corporation with offices at c/o Citco Trustees (Cayman) Limited, Regatta Office Park, West Bay Road, Grand Cayman, Y1-1205, Cayman Islands.
- (c) "Assignor" shall mean **Micron Technology, Inc.**, a Delaware corporation with offices at 8000 South Federal Way, Boise, ID 83707.
- (d) "Effective Date" shall mean October 3, 2008.
- (e) [REDACTED]
- (f) [REDACTED]
- (g) "Imaging Patents" shall mean those patents identified in ATTACHMENT "A" hereto, including, without limitation, all divisions, continuations, continuations-in-part, reissues, reexaminations, and all foreign counterparts thereof, and which may issue thereon or in connection therewith after the Effective Date of this Agreement.
- (h) "Imaging Patent Applications" shall mean those filed patent applications identified in ATTACHMENT "B" hereto, including, without limitation, all patents, divisions, continuations, continuations-in-part, reissues, reexaminations, and all foreign counterparts which may issue thereon or in connection therewith after the Effective Date of this Agreement.
- (i) "Semiconductor Patents" shall mean those patents identified in ATTACHMENT "D" hereto, including, without limitation, all divisions, continuations, continuations-in-part, reissues, reexaminations, and all foreign counterparts thereof, and which may issue thereon or in connection therewith after the Effective Date of this Agreement.

(j) "Semiconductor Patent Applications" shall mean those filed patent applications identified in ATTACHMENT "E" hereto, including, without limitation, all patents, divisions, continuations, continuations-in-part, reissues, reexaminations, and all foreign counterparts which may issue thereon or in connection therewith after the Effective Date of this Agreement.

(k) [REDACTED]

2. [REDACTED]

(a) Subject to the terms and conditions of this Agreement, and subject to the rights of others existing as of the Effective Date of this Agreement if any, Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, assigns, and transfers to Assignee its entire right, title and interest in and to the Imaging Patents, including all rights to causes of action and remedies related thereto (including the right to sue for past, present or future infringement of rights related to the foregoing and the right to collect damages therefor). Assignor hereby authorizes and requests the Commissioner of Patents of the United States, and any other official of the United States and any country foreign to the United States whose duty it is to issue or record patents, to issue the Imaging Patents to Assignee and to record assignment of the Imaging Patents to Assignee.

(b) Subject to the terms and conditions of this Agreement, and subject to the rights of others existing as of the Effective Date of this Agreement if any, Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, assigns, and transfers to Assignee its entire right, title and interest in and to the Intellectual Property rights in the Imaging Patent Applications. Assignor hereby authorizes and requests the Commissioner of Patents of the United States, and any other official of the United States and any country foreign to the United States whose duty it is to issue or record patents, to record assignment of the Imaging Patent Applications to Assignee.

(c) [REDACTED]

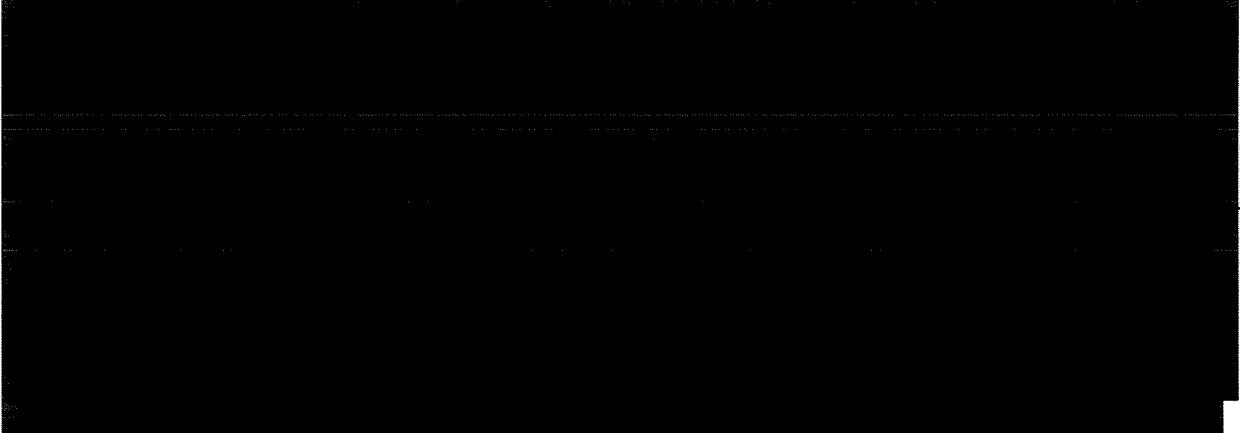
(d) Subject to the terms and conditions of this Agreement, and subject to the rights of others existing as of the Effective Date of this Agreement if any, and subject further to the restrictions on the Semiconductor Patents set out below, Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, assigns, and transfers to Assignee its entire right, title and interest in and to the Semiconductor Patents, including all rights to causes of action and remedies related thereto (including the right to sue for past, present or future infringement of rights related to the foregoing and the right to collect damages therefor). Assignor hereby authorizes and requests the Commissioner of Patents of the United States, and any other official of the United States and any country foreign to the United States whose duty it is to issue or record patents, to issue the Semiconductor Patents to Assignee and to record assignment of the Semiconductor Patents to Assignee.

(e) Subject to the terms and conditions of this Agreement, and subject to the rights of others existing as of the Effective Date of this Agreement if any, [REDACTED], Assignor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, assigns, and transfers to Assignee its entire right, title and interest in and to the Intellectual Property rights in the Semiconductor Patent Applications. Assignor hereby authorizes and requests the Commissioner of Patents of the United States, and any other official of the United States and any country foreign to the United States whose duty it is to issue or record patents, to record assignment of the Semiconductor Patent Applications to Assignee.

(f)



3.



4.



5.



[REDACTED]

6. [REDACTED]

[REDACTED]

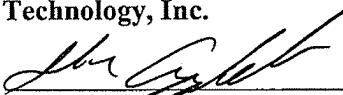
7. General

This Agreement shall be effective as of the Effective Date hereof and shall be binding on the respective heirs, assigns, representatives, and successors of Assignor and of Assignee.

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Agreed to by:

Micron Technology, Inc.

Signed: 

Date: 9/26/08, 2008

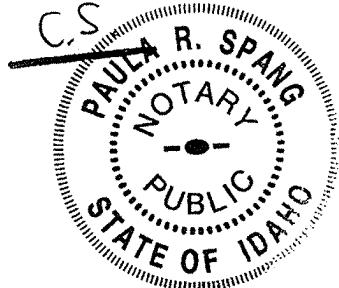
Notarization

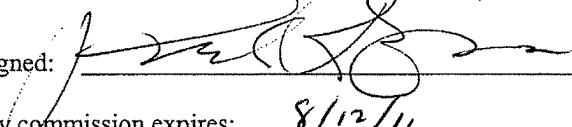
State of Idaho
County of Ada

On 9/26/08, before me, Paula R. Spang, personally appeared the above-named Steven D. Appleton
(date) (notary name)

who executed this Assignment in my presence and acknowledged to me that he did so of his own free will and in his authorized capacity for the purposes set forth herein.

REVIEWED
MTI LEGAL



Signed: 

My commission expires: 8/12/11

Agreed to by:

Aptina Imaging Corporation

Signed: Thomas J. Lewis Jr.

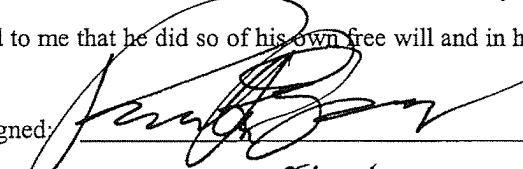
Date: 9/26/08, 2008

Notarization

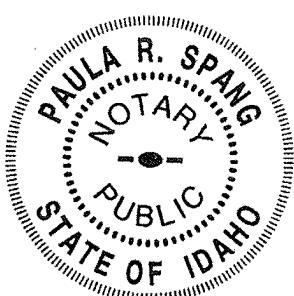
State of Idaho
County of Ada

On 9/26/08, before me, Paula R. Spang, personally appeared the above-named Thomas J. Lewis, Jr.
(date) (notary name)

who executed this Assignment in my presence and acknowledged to me that he did so of his own free will and in his authorized capacity for the purposes set forth herein.

Signed: 

My commission expires: 8/12/11



[Signature page to the Patent Assignment Agreement]

ATTACHMENT "A"

IMAGING PATENTS

Aptina Issued

PATENT NUMBER	FILE NUMBER	TITLE	COUNTRY NAME	ISSUE DATE
6819801	AVGO-0040.00/US	DEVICES A SYSTEM AND METHOD FOR PROCESSING DEMOSAICED IMAGES TO REDUCE COLOR ALIASING ARTIFACTS	United States of America	Nov 16, 2004
6821808	2002-0596.00/US	CMOS APS WITH STACKED AVALANCHE MULTIPLICATION LAYER WHICH PROVIDES LINEAR AND LOGARITHMIC PHOTO-CONVERSION CHARACTERISTICS	United States of America	Nov 23, 2004
6825516	1998-1078.03/US	CMOS IMAGER AND METHOD OF FORMATION	United States of America	Nov 30, 2004
6831476	PBIT-0164.01/US	On-Chip ADC Test For Image Sensors	United States of America	Dec 14, 2004
6835637	1998-0119.04/US	MULTI-LAYERED GATE FOR A CMOS IMAGER	United States of America	Dec 28, 2004
6838653	PBIT-0114.01/US	SHARED PHOTODETECTOR PIXEL IMAGE SENSOR	United States of America	Jan 4, 2005
6838742	1997-1490.03/US	MULTI-TRENCH REGION FOR ACCUMULATION OF PHOTO GENERATED CHARGE IN A CMOS IMAGER	United States of America	Jan 4, 2005
6841411	AVGO-0074.00/US	METHOD OF UTILIZING A TOP CONDUCTIVE LAYER IN ISOLATING PIXELS OF AN IMAGE SENSOR ARRAY	United States of America	Jan 11, 2005
6844580	1998-0977.03/US	CMOS IMAGER WITH A SELF-ALIGNED BURIED CONTACT	United States of America	Jan 18, 2005
6844897	PBIT-0074.00/US	ACTIVE PIXEL SENSOR (APS) READOUT STRUCTURE WITH AMPLIFICATION	United States of America	Jan 18, 2005
6847051	2002-1153.00/US	ELEVATED PHOTODIODE IN AN IMAGE SENSOR	United States of America	Jan 25, 2005
6847398	PBIT-0036.00/US	LATCHED ROW LOGIC FOR A ROLLING EXPOSURE SNAP	United States of America	Jan 25, 2005
6850642	PBIT-0099.00/US	DYNAMIC HISTOGRAM EQUALIZATION FOR HIGH DYNAMIC RANGE IMAGES	United States of America	Feb 1, 2005
6852591	1998-0019.02/US	METHOD OF FORMING CMOS IMAGER WITH STORAGE CAPACITOR	United States of America	Feb 8, 2005